

Developing a Memorandum of Agreement

Developing a memorandum of agreement (MOA) between agencies is one important step to improving your organization's level of preparedness. An MOA is a legal document between parties that can be developed to help an agency plan for their own disaster response. The MOA may be written to help your organization obtain, provide or maintain services, personnel, equipment, and other resources.

The King County Healthcare Coalition encourages agencies to develop MOAs as a part of their overall disaster planning. The following is a list of questions and issues to consider when developing an MOA.

Purpose and scope

What do you want to accomplish in this agreement?

Why is this agreement necessary?

What is the range of incidents in which this agreement will be applicable?

Who are the parties to the agreement?

References and authorities

Are there any existing statutes or regulations that authorize or limit such agreements?

Are there any prior agreements between these parties?

What is the affect of this agreement on previous agreements?

Definitions

Is there a common understanding of terms?

Roles and responsibilities

What are the roles of each party?

What are the responsibilities of each party?

Who can activate this agreement?

Mediation/dispute resolution

In the event they arise, how will disputes be resolved?

Training and exercises

Do you want to include training and exercise requirements in this agreement?

Liability and insurance

Who is liable for what? How will any claims be filed?

- In most cases, agreements should indemnify parties from any liability from alleged negligence, except for cases of gross negligence and/or willful misconduct, occurring during a mutual response.
- Insurance, including workers' compensation insurance, should be required of all parties and insurers must be made aware of such agreements.

Limitations

Under what circumstances would a participant's obligation be limited?

License, certificate, and permit portability

Will you allow the licensure, certification, or permits from another organization to be accepted in your own?

Reimbursement

Who is responsible for paying for specific resources?

What expenses are eligible for reimbursement?

What triggers the reimbursement provision of the agreement?

Severability

How do parties leave parts of the agreement while leaving the rest of the agreement intact?

If one section of the agreement is found invalid or unattainable, do you want the rest of it to remain in full force?

Terms and conditions

How long will this agreement be in place? How will this agreement be renewed?

Sample Agreement The sample below represents an example of many of the categories listed above. Note that there is no set format, order, or required language in developing agreements.

Memorandum of Agreement

Transportation services for evacuation of licensed care facility in times of emergencies between

_____ and _____
licensed care facility *transportation company*

1. Purpose The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby a transportation company agrees to transport, in good faith, residents and employees of licensed care facilities which must be evacuated during emergencies.

2. Description

_____ intends to enter into a MOA with transportation company (Company) to provide reasonable transportation services, to support an evacuation in a pending or actual disaster, or as needed to respond to other incidents. The following list is representative of, but not limited to, the principle tasks the transportation company might be activated to accomplish:

- a. Transport residents and staff from current licensed care facility to alternative site.
- b. Adapt for different transportation requirements, depending on needs of residents (wheelchair only, bedridden, mobility challenged, etc.).
- c. When necessary, transport residents and staff back from alternative site to current licensed care facility.

3. Deployment Activation This Agreement may be activated only by notification by the designated Licensed Care Facility Incident Commander or his/her designees. Deployment activation, pursuant to this MOA, may occur at any time, day or night, including weekends and or holidays.

Upon acceptance of deployment activation, the Transportation Company must be in route to the designated location within two (2) hours from the time it receives the official deployment notification from Licensed Care Facility. For reimbursement purposes, the mission will start when the Transportation Company's personnel leaves their business (or bus staging area) and will conclude at the time the personnel returns to their personnel or bus drop-off area after Licensed Care Facility issues a demobilization order or the terms of the deployment authorization have been met.

4. Terms

- a. This Agreement shall be in full force and effect through the date of execution and ending in December 2009, but will be renewed automatically unless terminated pursuant to the terms hereof.
- b. The Transportation Company personnel who respond must be in good standing with the company, and be up to date on all requisite licensing and permitting.
- c. The Company and all its deployed personnel must abide by all federal, state, and local laws.
- d. The Company will only deploy staff upon receipt and under the terms of the official deployment notification(s) as described in Section 3.
- e. The provider must assure detailed records of expenditures and time spent by deployed staff are complete, accurate, and have adequate supporting documentation.

5. Funding In the event that this Agreement is activated in response to a pending or actual disaster, the Company may invoice the Licensed Care Facility as follows:

- Standard labor rate of \$_____ for driver(s), plus overtime at 1 ½ times the established rate for any hours worked over 8 within each 24 hour period.
- No fringe benefit cost will be reimbursed.
- Mileage from deployment site and return at a rate per mile as \$____ per mile.

6. Method for Reimbursement

- a. The Licensed Care Facility will provide a method for submitting the required information for invoicing as part of the initial notification.
- b. The provider must submit accurate paperwork, documentation, receipts, and invoices to Licensed Care Facility within 30 days after demobilization.
- c. If Licensed Care Facility determines that the provider has met all requirements for reimbursement, they will reimburse the company within 30 days of receiving a properly executed and accurate invoice with the required paperwork and documentation.

7. Resource Estimates In order for the Licensed Care Facility to properly plan for staff availability for disaster response, the Company estimates the following resources which could be made available by the Company:

	Number of Vehicles	Type of Vehicles
Licensed Drivers		
Regular Transportation Vehicles		
Special Needs Vehicles		

8. Contract Claims This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as interpreted by the Washington courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution.

9. Hold Harmless/Indemnification The Transportation Company will hold harmless and indemnify the Licensed Care Facility against any and all claims for damages, including but not limited to all costs of defense including attorneys fees, all personal injury or wrongful death claims, all worker's compensation claims, or other on-the-job injury claims arising in any way whatsoever from the transportation of the Licensed Care Facility's residents and clients at any location.

10. Acceptance of Agreement A Transportation Company offering to enter into this MOA shall fully complete this MOA with the information requested herein, sign two originals of a fully completed MOA, and send both via regular U.S. mail to:

Contact Name
Licensed Care Facility Name
Address
City, State, ZIP

As noted by the signature (below) of the Transportation Company or its authorized agent, the Company agrees to accept the terms and conditions as set forth in this Agreement, agrees to abide by the requirements for reimbursement and waives the right to file a claim to be reimbursed for any amount above the payment schedule amount, as outlined herein. All amendments to this MOA must be in writing and agreed to by the Transportation Company and the Licensed Care Facility.

Transportation Company	<hr/> <i>company name</i>	
	<hr/> <i>business address</i>	
	<hr/> <i>phone number</i>	<hr/> <i>fax number</i>
Emergency Contact <i>(for after-hours emergencies)</i>	<hr/> <i>contact name</i>	
	<hr/> <i>phone number</i>	<hr/> <i>fax number</i>
	<hr/> <i>cell number</i>	<hr/> <i>email</i>
Signature <i>(of company representative or authorized agent)</i>	<hr/> <i>signature</i>	<hr/> <i>date</i>
	<hr/> <i>printed name</i>	<hr/> <i>title</i>
Licensed Care Facility	<hr/> <i>facility name</i>	
	<hr/> <i>signature</i>	<hr/> <i>date</i>
	<hr/> <i>printed name</i>	<hr/> <i>title</i>